



BURLINGTON NORTHERN

LAW DEPARTMENT

RECORDATION NO. 6194-E Filed 1425

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

APR 6 1981 - 2 20 PM

March 31, 1981

INTERSTATE COMMERCE COMMISSION

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. APR 6 1981
Date
Fee \$ 10.00
ICC Washington, D. C.

RECEIVED
APR 6 2 11 PM '81
FEE COLLECTION BR.

Dear Mr. Oswald:

I enclose one original counterpart and two certified true copies of the instrument described in paragraph (1) hereof for recordation pursuant to Section 20c of the Interstate Commerce Act. Please return the original and one certified true copy and retain one certified true copy for the Commission's files.

In accordance with 49 CFR Part 1116, pertaining to the recordation of documents, I wish to advise you as follows:

(1) The enclosed document is an Instrument of Appointment, Acceptance of Appointment by Successor Trustee and Transfer entered into by Burlington Northern Inc., 176 East Fifth Street, St. Paul, Minnesota 55101, Lessee; Morgan Guaranty Trust Company of New York, 30 West Broadway, New York, New York 10015, Trustee; and Citibank, N.A., 5 Hanover Square, New York, New York 10004, Trustee, whereby Morgan Guaranty Trust Company of New York grants, bargains, sells, and sets over to Citibank, N.A., as Successor Trustee, all the right, title and interest of the Morgan Guaranty Trust Company of New York, as Trustee, in and to the estate created by Burlington Northern Inc. Equipment Trust of 1971, Series 2.

(2) The Equipment Trust Agreement was filed and recorded in your office on July 17, 1971, ICC Recordation No. 6194.

(3) After recordation the original documents should be returned to Mrs. Carolyn Kunkel, Kunkel Transportation Services, Inc., 425 13th Street N.W., Suite 523, Washington, D.C. 20004.

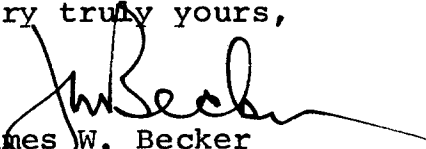
Don't forget to return Paul's

Interstate Commerce Commission
March 31, 1981
Page Two

(4) The recordation fee of \$10 is enclosed.

Please acknowledge receipt of the documents on the enclosed copy of this letter.

Very truly yours,



James W. Becker
Assistant General Solicitor

JWB/dr
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

4/6/81

OFFICE OF THE SECRETARY

James W. Becker
Burlington, Northern, Inc.
176 East Fifth Street
St. Paul, Minnesota 55101

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **4/6/81** at **2:20pm**, and assigned recordation number(s).

6194-E
8593-E
6588-F
7827-L
8171-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

APR 6 1981 -2 20 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF APPOINTMENT, ACCEPTANCE
OF APPOINTMENT BY SUCCESSOR TRUSTEE
AND TRANSFER

WHEREAS, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company having its principal place of business in the Borough of Manhattan in the City of New York and the State of New York (hereinafter referred to as "Morgan"), as Trustee, entered into an Agreement dated as of June 1, 1971 with Burlington Equipment Company, Vendor, and Burlington Northern Inc. (such Agreement as heretofore supplemented or amended is hereinafter referred to as the "Agreement"), pursuant to the terms of which title to certain railroad equipment leased to Burlington Northern Inc. (hereinafter referred to as the "Company") pursuant to the Lease annexed to the Agreement (such Lease as heretofore supplemented or amended is hereinafter referred to as the "Lease") is held by the Trustee in trust for the benefit of the holders of the Trust Certificates (as such term is defined in the Agreement) issued thereunder;

WHEREAS, Morgan has continued to act and is now acting as Trustee under the Agreement;

WHEREAS, the Agreement provides that the Trustee may

at any time divest itself of title to the Trust Equipment (such term is used herein as it is defined in the Agreement) and terminate its duties and obligations and rights under the Agreement, the Lease and the Trust Certificates issued thereunder by giving written notice thereof to the Company;

WHEREAS, in accordance with the provisions of the Agreements Morgan, as Trustee thereunder, gave written notice on the 30th day of September, 1980 to the Company of its desire to divest itself of title to the Trust Equipment and to terminate its duties and obligations under the Agreement, the Lease and the Trust Certificates issued thereunder (a copy of such notice is attached hereto as Exhibit A);

WHEREAS, the provisions of the Agreement also provide, among other things, that in case at any time the Trustee shall so notify the Company in writing, the Company shall thereupon designate in writing to the Trustee a bank or a trust company, qualified as set forth in the Agreement, to serve as successor to the Trustee until and unless a substituted successor Trustee shall be appointed by the holders of the Trust Certificates as provided therein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. Effective at the close of business on October 14, 1980, the Company hereby appoints CITIBANK, N.A., a national banking association incorporated and existing under the laws of the

United States of America (hereinafter referred to as the "Bank") having its corporate trust office at 5 Hanover Square, New York, New York 10004 as successor Trustee under the Agreement, the Lease and the Trust Certificates.

2. Effective at the close of business on October 14, 1980, the Bank hereby accepts appointment as successor Trustee under the Agreement, the Lease and the Trust Certificates and accepts all the estates, properties, rights, powers, trusts, duties and obligations of Morgan, the Bank's predecessor in trust under the Agreement, and the Lease upon the terms and conditions set forth herein and therein.

3. The Bank, pursuant to the provisions of the Agreement, hereby requests that Morgan by these presents transfer and convey to the Bank, as successor Trustee, all the right, title and interest in and to the Trust Equipment and to any cash, securities or other property held by Morgan under the Agreement and all the rights, powers, trusts, duties and obligations of Morgan, as Trustee under the Agreement and the Lease, and hereby requests that the Company by these presents join in such transfer and conveyance.

4. Pursuant to the request of the Bank, Morgan hereby grants, gives, bargains, sells, aliens, remises, releases, conveys, confirms, assigns, transfers, delivers and sets over to the Bank as such successor Trustee all the right, title and

interest of Morgan in and to the estate created by the Agreement and the Lease (including, without limitation, any money, United States Government Securities [such term is used herein as it is defined in the Agreement] and Trust Equipment) and all rights, powers, trusts, duties and obligations under the Agreement, the Lease and the Trust Certificates and does hereby pay over, assign, transfer and deliver to the Bank, as successor Trustee, any money or United States Government Securities or other property which Morgan, as predecessor Trustee, holds pursuant to the terms of the Agreement and Lease.

The above-mentioned Trust Equipment is granted, given, bargained, sold, alienated, remised, released, conveyed, confirmed, assigned, transferred, delivered and set over by Morgan, as Trustee, in the respective condition "as is" of each unit of such trust equipment, without any representation or warranty whatsoever, with respect to the Trust Equipment, express, implied or statutory, in law or in equity, by Morgan, as Trustee, including, without limitation, any representation or warranty as to the existence, value, quality, condition, merchantability, obsolescence, fitness, suitability for use or working order of any of such Trust Equipment being transferred hereby and, with respect to the Trust Equipment, without recourse against Morgan, as Trustee, in any event, in any contingency or for any cause, except that

Morgan warrants that it has conveyed the title it possesses in the Trust Equipment free of liens or defects of title resulting from action taken or omitted to be taken by Morgan other than in connection with the transactions contemplated by the Agreement; and such Trust Equipment is accepted by the Bank, as successor Trustee, subject to all the foregoing conditions set forth in this paragraph.

5. Upon the transfer and delivery of all moneys, United States Government securities, if any, and Trust Equipment held by Morgan as Trustee, and of all books, records, documents and instruments necessary for the execution of the trust, and payment of its compensation, expenses and liabilities in accordance with the provisions of the Agreement and the Lease, and upon the execution by Morgan of such instruments of transfer as reasonably may be required by the successor Trustee, and upon acceptance by the successor Trustee of the assignment and of the trust, Morgan shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust under the Agreement, the Lease and the Trust Certificates, and the same shall become vested in such successor as Trustee, and every provision of the Agreement and the Lease applicable to Morgan as Trustee shall apply to such successor Trustee with like effect as if originally named in the place and stead of Morgan in the Agreement and in the Lease.

6. Notwithstanding any of the foregoing, the holders of a majority in par value of the Trust Certificates then outstanding under the Agreement shall have the right, at any time before March 30, 1981, to appoint and substitute a successor Trustee chosen by such majority of said holders in accordance with Article V, Section 10 of the Agreement.

7. The Bank shall not be held responsible in any way to the holders of the Trust Certificates or to any other person by reason of any act or omission of Morgan, as Trustee.

8. The Company, for the purpose of more fully and certainly vesting in and confirming to the Bank, as such successor Trustee, such title and such estates, properties, rights, powers, trusts, duties and obligations, at the request of the Bank, joins in the execution hereof.

9. The Company represents and warrants that

(a) it is validly organized and existing;

(b) assuming due execution and issuance thereof by Morgan, the Trust Certificates were validly and lawfully issued;

(c) it has performed or fulfilled each covenant, agreement and condition on its part to be performed or fulfilled under the Agreement and the Lease;

(d) it has no knowledge of the existence of any default, or event of default (as defined in the Agreement

or the Lease), or any event which upon notice or passage of time or both would become an event of default, under the Agreement or the Lease; and

(e) it will continue to perform the obligations undertaken by it under the Agreement, the Lease and its Guaranty endorsed on each Trust Certificate.

10. Morgan represents and warrants to the Bank that

(a) it has made, or promptly will make, available to the Bank originals of all documents relating to the trusts created by the Agreement and all information in the possession of its corporate trust department relating to the administration and status thereof and will furnish to the Bank any of such documents or information the Bank may select; and

(b) based on information known to the officers in the corporate trust department of Morgan, as Trustee, no default or event of default or event which upon notice or lapse of time or both would become an event of default under the Agreement or the Lease exists.

11. The Bank represents and warrants that it is eligible and qualified to serve as successor Trustee under the provisions of the Agreement.

12. The Company hereby covenants to do and perform any other act, and to execute, acknowledge, deliver, file, register and

record this Instrument of Appointment, Acceptance of Appointment by successor Trustee and Transfer, or such other instruments as may be appropriate, to be filed and recorded pursuant to Section 11303 of the Interstate Commerce Act (successor to Section 20C of such Act) and otherwise as may be required by law for the full protection of the title of the successor Trustee and of the rights of the holders of Trust Certificates so that this Instrument, the Agreement and the Lease, and all said other instruments, shall at all times be duly filed and recorded; the Company will promptly furnish to the successor Trustee certificates or other evidences of such filing and recording and an Opinion or Opinions of Counsel with respect thereto.

13. The Company covenants and agrees to execute all writings recognizing the transfer of title as provided herein and all such instruments of further assurance or otherwise as may be reasonably requested by the successor Trustee or substituted successor Trustee in the premises, and shall do and perform any and all acts necessary to establish and maintain the title and rights of the successor Trustee or substituted successor Trustee in and to the Trust Equipment.

14. Notwithstanding anything to the contrary in the Agreement and the Trust Certificates, any Trust Certificate issued by the Bank as successor Trustee under the Agreement shall be

signed by the facsimile signature of one of its Senior Trust Officers and the manual signature of one of its Authorized Officers and its corporate seal in facsimile shall be imprinted thereon and attested by the facsimile signature of one of its Trust Officers and thereupon such Trust Certificate shall have the same effect as if it had been signed prior to the entry into force of this Instrument by the facsimile signature of a Vice President of Morgan and Morgan's corporate seal or a facsimile thereof had been affixed thereto and attested by one of the Assistant Secretaries of Morgan.

Similarly, with the same effect, any dividend warrants attached to the Trust Certificates shall bear the facsimile signature of one of the Bank's Senior Trust Officers in place of the facsimile signature of Morgan's Treasurer.

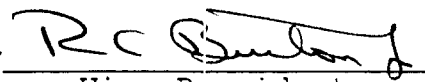
15. This Instrument of Appointment, Acceptance of Appointment by successor Trustee and Transfer is being executed in several counterparts each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

16. All notices, demands and other communications under the Agreement and the Lease shall be given to the Bank, as successor Trustee, at 5 Hanover Square, New York, New York, 10004, Attention: Corporate Trust Department, or at such other address as may hereafter be furnished to the Company in

writing by the Bank.


IN WITNESS WHEREOF, BURLINGTON NORTHERN INC. has caused this instrument to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be affixed hereunto, attested by its Secretary or one of its Assistant Secretaries; and CITIBANK, N.A. has caused this instrument to be signed in its corporate name and behalf by one of its Senior Trust Officers, its corporate seal to be affixed hereunto, and the same to be attested by one of its Trust Officers; and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused this instrument to be signed in its corporate name and behalf by one of its Vice Presidents, its corporate seal to be affixed hereunto, and the same to be attested by one of its Assistant Trust Officers as of the 14th day of October, 1980.

BURLINGTON NORTHERN INC.

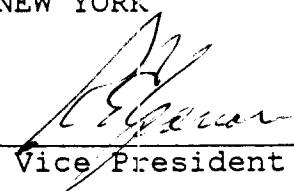
By 
Vice President

[Corporate Seal]

Attest:



Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

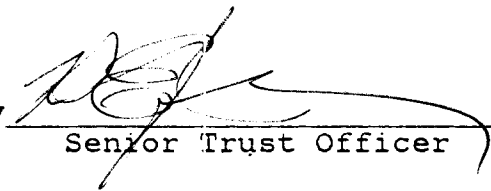
By 
Vice President

[Corporate Seal]

Attest:

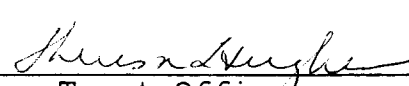

Assistant Trust Officer

CITIBANK, N.A.

By 
Senior Trust Officer

[Corporate Seal]

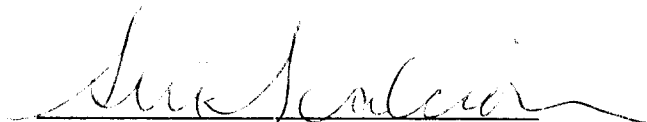
Attest:


Trust Officer

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 20th day of October, A.D. 1980,
before me, a Notary Public in and for said County in
said State aforesaid, duly commissioned and acting as
such, appeared R. E. Sparrow, personally known to me
and known by me to be the person who executed the
within and foregoing instrument in the name and on
behalf of Morgan Guaranty Trust Company of New York,
who, being by me duly sworn, did depose and say that he
is a Vice President of Morgan Guaranty Trust Company of
New York, one of the corporations described in and that
executed the said instrument, and he acknowledged said
instrument so executed to be his free act and deed and
the free act and deed of said corporation, and on oath
stated that said instrument was signed and sealed in
behalf of said corporation by authority of its Board of
Directors, and that the seal affixed to said instrument
is the corporate seal of said corporation.

Witness my hand and official seal the day and
year aforesaid.



NOTARIAL SEAL

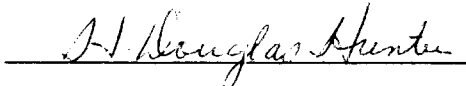
SUE SCALDIONE
NOTARY PUBLIC, State of New York
No. 81-4049545
Qualified in New York County
Commission Expires March 30, 1981

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 31ST day of OCTOBER, A.D. 1980,
before me, a Notary Public in and for said County in
said State aforesaid, duly commissioned and acting as
such, appeared Ralph E. Johnson, personally known to me
and known by me to be the person who executed the
within and foregoing instrument in the name and on
behalf of Citibank, N.A., who, being by me duly sworn,
did depose and say that he is a Senior Trust Officer of
Citibank, N.A., one of the corporations described in
and that executed the said instrument, and he
acknowledged said instrument so executed to be his free
act and deed and the free act and deed of said corpora-
tion, and on oath stated that said instrument was
signed and sealed in behalf of said corporation by
authority of the Board of Directors of said corpora-
tion, and that the seal affixed to said instrument is
the corporate seal of said corporation.

Witness my hand and official seal the day and
year aforesaid.

NOTARIAL SEAL


H. DOUGLAS HUNTER
Notary Public, State of New York
No. 31-4707995
Qualified in New York County
Term Expires March 30, 1981

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 27th day of October, A. D. 1980, before me, a Notary Public in and for said state and county, duly commissioned and acting as such, appeared R. C. Burton, Jr., personally known to me and known by me to be one of the persons who executed the within and foregoing instrument in the name and on behalf of Burlington Northern Inc., who, being by me duly sworn, did depose and say that he is a Vice President of Burlington Northern Inc., one of the corporations described in and that executed the said instrument, and he acknowledged said instrument so executed to be his free act and deed and the free act and deed of said corporation, and on oath stated that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that the seal affixed to said instrument is the corporate seal of said corporation.

Witness my hand and official seal the day and year aforesaid.

NOTARIAL SEAL

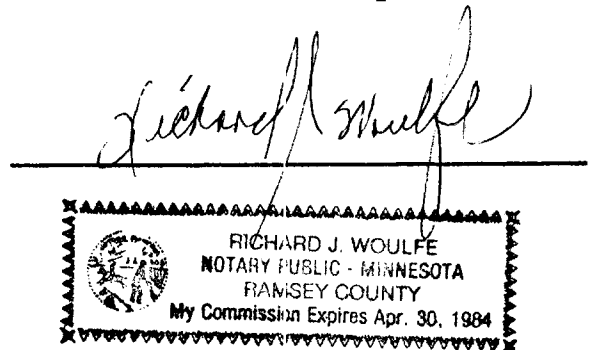


Exhibit A

September 30, 1980

Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101

Attention: Mr. Raymond C. Burton
Vice President and Treasurer

Gentlemen:

NOTICE IS HEREBY GIVEN, pursuant to the terms of the Agreement dated as of June 1, 1971 among Burlington Equipment Company, Vendor, Morgan Guaranty Trust Company of New York, Trustee, and Burlington Northern Inc., that Morgan Guaranty Trust Company of New York desires to divest itself of title to the Trust Equipment (as defined in each of the above-mentioned Agreement) and to terminate its duties and obligations and rights under the above Agreement, the Lease and the Trust Certificates (as defined therein).

Yours very truly,

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee under
the above-mentioned agreement

By /s/ Michael Culhane
Assistant Trust Officer